

General Terms and Conditions

- 1 The Subscriber must pay the prescribed fees ("Subscription Fees") for the service that it is subscribing to ("Subscription") in the amount and in the manner stated in the Fee Schedule. Where applicable, the Goods and Services Tax ("GST") shall be paid by the Subscriber in addition to the Subscription Fees. The Subscription Fees and the GST shall be paid within the time period stated in the invoice issued by Bursa Malaysia Berhad ("Bursa Malaysia"). Bursa Malaysia reserves the right to impose late payment interest of 8% per annum on any sums that are not paid by the due date.
- 2 The services that the Subscriber is subscribing for is described in the relevant service schedule ("Service Schedule").
- 3 The Subscriber must comply with the requirements in the relevant Service Schedule and the Fee Schedule related to the services subscribed to.
- 4 The Subscriber must not disclose any and all information, in any form, that is marked confidential or where not so marked, which is by its nature confidential or not generally available to the public or which the Subscriber knows or ought to know is confidential ("**Confidential Information**") without the prior written consent of Bursa Malaysia. The obligations of confidentiality herein survive the expiration or termination of this Subscription.
- 5 Bursa Malaysia (including its related companies, directors, connected parties and/or their employees) ("Bursa Malaysia Group") makes no representation or warranty, in respect of this Subscription. In no event shall Bursa Malaysia Group be liable for any claim or demand, whatsoever and howsoever arising, in relation to this Subscription. Bursa Malaysia Group shall under no circumstances be liable for any loss or damages (including but not limited to any direct, indirect, special, consequential, incidental, or punitive damages whatsoever or any lost profits or lost opportunity), even if it has been advised of the possibility of such loss or damages. In the event that the Bursa Malaysia Group is held to be liable at law for any losses or damages notwithstanding the foregoing provision, such liability shall not exceed in aggregate for all claims relating to this Subscription, the total amount of Subscription Fees that the Subscriber has paid to Bursa Malaysia in the year that the liability arose.
- 6 After the expiry of the initial one (1) year term of this Subscription, either party may terminate this Subscription, without assigning any reason thereto, by giving the other party thirty (30) days prior notice in writing.
- 7 This Subscription may be terminated by Bursa Malaysia in the event that:
 - (a) the Subscriber has any insolvency proceedings commenced against it;
 - (b) the Subscriber has committed any security breach;
 - (c) the Subscriber ceases to be a participant in the relevant market or ceases to be a customer of the Bursa Malaysia Group; or
 - (d) the Subscriber has committed a breach and fails to remedy such breach within thirty (30) days of receipt of notice specifying the breach.
- 8 The terms and conditions in these General Terms and Conditions, Service Schedule(s) and the Fee Schedule(s) may be amended at any time by Bursa Malaysia by providing the Subscriber with at least three (3) months' notice of the amendments before the amendments take effect. The amendments in the General Terms and Conditions and Service Schedule(s) will take effect on the date specified by Bursa Malaysia in the above mentioned notice. In

the event an amendment requires any change to the Fee Schedule, the updated Fee Schedule will be sent to the Subscriber and the revised Fee Schedule shall automatically supersede and replace the previous Fee Schedule on the date the amendments take effect.

If the Subscriber does not agree with any proposed amendments, the Subscriber may terminate the Subscription by providing Bursa Malaysia with at least one (1) months' written notice prior to the date on which the amendment(s) are to take effect.

- 9 If there is a change in any information that the Subscriber has provided in the Network Access and Infrastructure Services Form or the Subscriber intends to change its selection in the Fee Schedule, the Subscriber shall update Bursa Malaysia promptly of the changes or intended changes by completing the Change Request Form which is appended to these General Terms and Conditions as Appendix A. The Change Request Form shall be submitted to Bursa Malaysia at least one (1) month before the changes are to take effect. The changes shall take effect on the Effective Date specified in the Change Request Form.
- 10 This Subscription cannot be assigned to another party without the prior written consent of Bursa Malaysia.
- 11 Bursa Malaysia Group shall not be liable for any breach, failure, loss or damage caused by matters beyond its control including acts of God, lockouts, riots or civil unrest, sabotage, acts of war or terrorism, lightning, flood, or earthquake, a change in the relevant laws, acts of government and/or failure or unavailability of essential services including power supplies and telecommunication services.
- 12 The service of any notice to the Subscriber pursuant to this Subscription shall be to the point of contact as stated in the Network Access and Infrastructure Services Subscription Form.
- 13 The service of any notice to Bursa Malaysia pursuant to this Subscription shall be to the following point of contact:

Head, IT Infrastructure
Group Technology,
Bursa Malaysia Berhad
4th Floor, Exchange Square,
Bukit Kewangan, 50200 Kuala Lumpur.

Tel: 03 2026 5099
Fax: 03 2072 2567
E-mail: customerservice@bursamalaysia.com
- 14 The Subscriber will ensure compliance with the provisions of the Personal Data Protection Act 2010 ("PDPA") and procure its employees, agents, contractors/sub-contractors to comply with the provisions of the PDPA as a data user or where relevant as data processor (as defined in the PDPA) in so far as the same relates to this Subscription. The Subscriber will also undertake, where requested by Bursa Malaysia, to obtain from its employees, agents, or contractors the necessary consents or to provide the necessary notifications required under the PDPA, to enable Bursa Malaysia to use any personal data (as defined in the PDPA) provided by the Subscriber.

15 This Subscription is governed by the laws of Malaysia and the parties shall submit to the jurisdiction of the Malaysian courts.

Appendix A
Network Access and Infrastructure Services Subscription
Change Request Form

FORM FOR THE UPDATING OF INFORMATION IN RELATION TO THE NETWORK ACCESS AND INFRASTRUCTURE SERVICES SUBSCRIPTION

EFFECTIVE DATE:

The changes(s) to the information provided in the Network Access and Infrastructure Services Subscription Form dated _____ are described below and shall take effect on: _____ ("Effective Date").

(1) CHANGES TO THE NETWORK ACCESS AND INFRASTRUCTURE SERVICES SUBSCRIPTION FORM

- Applicable**
- Not Applicable**

PART A <i>Please choose your option by tick (✓) at the required option.</i>
Company Name: Registered Address: Billing Address: Place of Incorporation:
Services subscribed to: Network Equipment Rental and Services [] Network Services (with own Equipment) (<i>applicable to IVs only</i>) [] Co-location Services []
Subscriber's contact details for purposes of implementation and support: Name: Designation: Fax: E-mail: Tel. No:
Other changes:

(2) CHANGES TO OPTIONS IN THE FEE SCHEDULE.

- Applicable - Please refer to the attached revised Fee Schedule**
- Not Applicable**

Signed for and on behalf of: [Name of Subscriber] Name: Designation: Date:	For Bursa Malaysia's Use. Acknowledged by: Name: Designation: Date:
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